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#### Contract Database Metadata Elements

Title: **Sauquoit Valley Central School District and Sauquoit Valley Central School Related Professionals, Sauquoit Valley Teachers Association, New York State United Teachers (NYSUT), American Federation of Teachers (AFT), AFL-CIO (2012) (MOA)**

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Union: **Sauquoit Valley Central School Related Professionals, Sauquoit Valley Teachers Association, New York State United Teachers (NYSUT), American Federation of Teachers (AFT), AFL-CIO**

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**SAUQUOIT VALLEY CENTRAL SCHOOL DISTRICT**

**Agreement  
By and Between**

**THE CHIEF SCHOOL ADMINISTRATOR**

**and**

**SAUQUOIT VALLEY CENTRAL SCHOOL  
SCHOOL RELATED PROFESSIONALS UNIT**

**July 1, 2012 – June 30, 2015**

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**ARTICLE I**  
**CONDITIONS AND SCOPE OF AGREEMENT**

1. The Board of Education of the Central School District No. 2, Towns of Paris, Bridgewater, Kirkland, Marshall and New Hartford, in Oneida County and Towns of Frankfort and Litchfield in Herkimer County, hereinafter known as the employer, consistent with its policy of the State of New York, in furthering a more harmonious and cooperative relationship between its employees, administrators and the members of the Board of Education, which will enhance the educational program of the Sauquoit Valley Central School District, and with the intent of providing an orderly means of settlement of differences, promptly and fairly, as they arise and;
2. To assure equitable treatment of its employees herein, pursuant to the laws of the State of New York, and the rules and regulations, and policies of the employer, which laws, rules and regulations, and policies shall be construed liberally for the accomplishment of this purpose;
3. Hereby agrees to recognize Sauquoit Valley School Related Professionals as the sole and exclusive bargaining representative of the Non-Teaching Employees. The Board recognizes two units, Operations and Services, as noted below, within this Association. Such recognition shall be for the maximum period allowable under Section 208C of the Public Employees Fair Employment Act. This agreement is the result of the exchange of mutual promises between the Chief School Administrator and Sauquoit Valley School Related Professionals which becomes a binding contract, for the period set forth therein, except as to any provision therein which require approval by the Board of Education and as to those provisions, shall become binding when the Board of Education gives its approval. (Taylor Law Amendment, 204-a; IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OR LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL).

Excluded from the bargaining unit shall be the Secretary to the Superintendent; Superintendent of Buildings and Grounds, Transportation Supervisor and District Treasurer.

<b><u>Services Unit</u></b>	<b><u>Operations Unit</u></b>
<ol style="list-style-type: none"><li>1. Automotive Mechanic</li><li>2. Automotive Mechanic-Bus Driver</li><li>3. Bus Driver</li><li>4. Bus Driver-Custodian</li><li>5. Custodian</li><li>6. Laborer</li><li>7. Cleaner-Bus Driver</li><li>8. Cleaner</li><li>9. Building Maintenance Mechanic</li><li>10. Monitor/School Bus Attendant</li></ol>	<ol style="list-style-type: none"><li>1. Data Processor</li><li>2. Office Specialist I (Oneida County Civil Service Title change from Typist effective 04/02/2007)</li><li>3. Office Specialist II</li><li>4. Teacher Aide</li><li>5. Registered Professional Nurse</li><li>6. Clerk</li><li>7. Payroll Clerk</li><li>8. Account/Clerk Typist</li></ol>

## **ARTICLE II**

### **DECLARATION OF PLEDGE OF NO STRIKE POLICY**

In consideration of the recognition of the employer that the Association is the sole and exclusive bargaining representative of the Employees, the Association does hereby affirm a policy that it does not assert the right to strike against the school system nor will it assist in or participate in any such strike by the employees; nor will it impose any obligation on said employees to conduct, assist, or participate in a strike.

## **ARTICLE III**

### **GRIEVANCE PROCEDURE**

#### **Section I: Declaration of Purpose.**

The establishment and maintenance of a harmonious and cooperative relationship between the Board of Education and its School Related Professionals personnel is essential to the operation of the schools; therefore, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of School Related Professionals employees through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the Board of Education (hereinafter referred to as the Board) and its School Related Professionals employees are afforded adequate opportunity to dispose of their differences without the necessity of time-consuming and costly proceedings before administrative agencies and/or in the courts.

#### **Section II: Definitions.**

1. A grievance is a complaint by a member in the School Related Professionals negotiating unit, or by the Association, or by the Board of Education or its representative, that there has been a violation, misinterpretation or misapplication of any provisions of this agreement.
2. The term supervisor shall mean any building principal or immediate supervisor responsible for the area in which an alleged grievance arises except for the chief school administrator.
3. Aggrieved party shall mean any person or group of persons in the negotiating unit, or the Board of Education, or its designated representative who shall file a grievance.
4. The Chief School Administrator is the term used in this agreement to refer to the Superintendent of Schools.

#### **Section III. General Provisions**

No grievance will be entertained, and will be deemed waived, unless a written grievance is forwarded at the first available stage within thirty (30) school days after the employee knew or could reasonably be expected to know of the act or condition on which the grievance is based.

#### Section IV. Grievance Procedure

1. A Grievance Committee may be formed by the School Related Professionals to represent its members. Any grievance may be settled by the aggrieved member personally, or he may take his grievance to the Grievance Committee, who will act for him.
2. All grievances, at this point, shall be in writing on the grievance form (see appendix) and, for the most part, will be taken to the immediate supervisor. If satisfaction is not obtained, the matter may then be taken to the next higher supervisory level, and then to the Board of Education if necessary. Appeal to the next level of the grievance procedure must be made in writing within twenty (20) school days after the grievant has received a determination. Within five (5) days after the conclusion of the hearing, the Board of Education shall render a decision in writing on the grievance.
3.
  - A. After such hearing, if the aggrieved party is not satisfied with the decision, it may submit the grievance to arbitration by written notice to the Board of Education within fifteen (15) school days of the receipt of the decision of the Board of Education.
  - B. Thereupon select an arbitrator in accordance with the rules and regulations of the American Arbitration Association. A second list may be requested by either party.
  - C. The selected arbitrator will hear the matter promptly and will issue a decision as soon as possible after the close of proceedings. The arbitrator's decision will be in writing and set forth his findings of fact, reasoning and conclusions on the issues.
  - D. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this agreement.
  - E. The decision of the arbitrator shall be binding on all parties.
  - F. The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the Board of Education and the Association.

#### **ARTICLE IV** **VACATION**

1. Vacation time applies only to those School Related Professionals employees working a full 35 to 40 hour week for a full 52 weeks.  
  
Previous service for less than 52 weeks shall be prorated and added to employee's credit for purpose of establishing years of service under this Article.
2. After one year of service, the employee is entitled to two weeks, (10) days of paid vacation when school is not in session subject to the immediate supervisor's approval.

3. During the sixth full year of service and each full year thereafter, the employee is entitled to one additional vacation day up to a maximum of 20 days per year. Vacation days are not cumulative from one school year to the next and are to be used at a time when school is not in session. Any change from this schedule must be approved by the Chief School Administrator.
4. Upon termination of employment, the employee will be paid for unused earned vacation.

Any School Related Professionals employee who has worked more than one year full-time, for the district, upon termination will be entitled to vacation days earned on a pro-rated basis.

## **ARTICLE V** **HOLIDAYS**

1. All regular School Related Professionals employees who work 35 to 40 hours per week for 52 weeks are entitled to the following 14 paid holidays:

Independence Day	Day before New Year's
Labor Day	New Year's Day
Columbus Day	Martin Luther King Day
Veterans' Day	Lincoln's or Washington's Birthday
Thanksgiving Day	(determined by Board of Education)
Day following Thanksgiving	Good Friday
Day before Christmas	Memorial Day
Christmas Day	

2. All School Related Professionals employees who work 35 to 40 hours per week for the period established by the school calendar plus 10 days are entitled to the following 11 paid holidays:

Labor Day	New Year's Day
Columbus Day	Martin Luther King Day
Veterans' Day	Lincoln's or Washington's Birthday
Thanksgiving Day	(determined by Board of Education)
Day after Thanksgiving	Good Friday
Christmas Day	Memorial Day

3. All School Related Professionals employees who work 35 to 40 hours per week for the period established by the school calendar are entitled to the following 10 paid holidays:

Columbus Day	New Year's Day
Veterans' Day	Martin Luther King Day
Thanksgiving Day	Lincoln's or Washington's Birthday
Day after Thanksgiving	(determined by Board of Education)
Christmas Day	Good Friday
	Memorial Day

4. All School Related Professionals employees who work 15 to less than 35 hours per week for the period established by the school calendar are entitled to the following 8 paid holidays:

Columbus Day	Martin Luther King Day
Thanksgiving Day	Lincoln's or Washington's Birthday
Christmas Day	(determined by Board of Education)
New Year's Day	Good Friday
	Memorial Day

5. All School Related Professionals employees will work school days when students are scheduled. If students are scheduled to be in school on what would have otherwise been a paid holiday, a make-up holiday can be taken any time prior to June 30 of that year with prior approval of an immediate supervisor.

## **ARTICLE VI**

### **LEAVE**

#### **1. Sick Leave**

- A. School Related Professionals employees who work 52 weeks per year are entitled to 12 days of sick leave per year.
- B. School Related Professionals employees who work 25 to 40 hours per week for the period established by the school calendar, or for the period established by the school calendar plus 10 days are entitled to 10 days of sick leave per year.
- C. School Related Professionals employees who work less than 25 hours per week for the period established by the school calendar are entitled to 5 days of sick leave per year.
- D. All sick leave is to be accumulative on an unlimited basis.
- E. The Board of Education reserves the right to require a medical certificate in any cases of illness.

#### **2. Family Leave**

- A. School Related Professionals employees who work 25 hours and over per week are entitled to a maximum of 5 days per school year for death in the immediate family and up to two days for serious health condition in the immediate family. Immediate family is defined as spouse, parent, sibling, child, grandparent, grandchild or in-laws in the same classification.
- B. Family leave days are not to be deducted from the number of days allowed for sick leave, where appropriate.
- C. Family leave days are not accumulative from one school year to another.



- D. School Related Professionals employees working less than 25 hours per week are entitled to five (5) days for only death in the immediate family (husband, wife, mother, father, brother, sister, son, daughter, grandparent, grandchild or in-laws in the same classification).

### 3. Personal Leave

All School Related Professionals employees working at least 25 hours per week for the period established by the school calendar may receive 3 personal days with pay each year.

- A. Personal leave days may be granted by stating, "Personal Business" only.
- B. All employees who work less than twenty-five (25) hours, but greater than or equal to twenty (20) hours per week for the period established by the school calendar, may receive two (2) personal days.
- C. If at the end of the year the Personal Business Days have not been used, they will be added to accumulated sick leave.

### 4. Child Care Leave

- A. A child care leave of absence may begin at any time during the months prior to the anticipated birth of a child or foster placement. A 30-day written notice is required. The school district may require a doctor's certificate to continue work during pregnancy.
- B. An employee granted maternity leave shall be eligible for sick leave pay within the employee's accumulated sick leave for the school work days that the employee is unable to work due to physical disability. The employee's attending physician must certify that the physical disability prevents the employee from working. Sick leave will be based upon the period of time certified by said physician.
- C. Up to 2 years will be granted as unpaid leave of absence. (For purposes of this section, date of adoption of pre-school child shall have same effect as date of birth).
- D. An employee may return prior to the end of the unpaid leave of absence provided that the district has received 45 days written notification of a desire to return and such return is scheduled at the beginning of a semester.
- E. An employee will not be given salary schedule credit for the period of time on leave.
- F. Bargaining unit members shall not be entitled to sick leave during an unpaid leave of absence.

### 5. Sick Leave Bank

The purpose of this benefit is to provide protection for any School Related Professionals employee who has a disabling illness or accident which would prevent the employee from

effectively functioning in his/her capacity. The Bank is initiated (July 1, 1991) with 132 full days to be used for any disabling illness or accident. Effective July 1, 2012, the District shall donate 75 days to the existing sick bank for the 2012-13 school year, and shall replenish the bank to a 75 day threshold at the beginning of each ensuing school year. The criterion for the awarding of this benefit would be:

- A. The employee shall have exhausted his/her regular sick leave accumulation.
- B. The employee shall have been employed by the school district for a minimum of one school year.
- C. As a result of a disabling illness or accident outside the course of employment, the employee must be unable to perform his/her duties as certified by competent medical opinion.
- D. The employee must request the use of the Bank in writing to the Superintendent.
- E. The determination of eligibility will be made by the Superintendent and his decision is final and is not subject to any appeal.
- F. There will be five (5) continuous days of absence beyond the accumulated sick leave to become eligible for benefits in the Bank. Thereafter, pay will continue as usual.
- G. An employee is limited to seventy-five (75) days per year.
- H. Days used from the Sick Leave Bank may be replenished on a voluntary basis should the Bank become depleted of the District's 75 day contribution during the year. Each employee will be allowed to contribute one (1) of their accumulated sick days. The days in the Bank will be prorated on the basis of full or partial days.

6. Military Leave

Those employees required by federal government to perform a military duty, necessitating their absence from school duties, shall:

- A. Lose no seniority time while absent, and
- B. Be permitted to continue in health and dental insurance at own expense.

7. Jury Duty

Any School Related Professionals employee called for jury duty will be reimbursed at normal day's pay while serving on jury duty. -If the employee is dismissed before noon from jury duty, he/she is to report to work for the remainder of the normal workday.

## ARTICLE VII INSURANCE

### A. District Health Insurance Plan

1. Those employees who work less than 25 hours per week shall be eligible to participate in the District Health Insurance Plan at their own expense. Bus Drivers/School Bus Attendants shall be eligible to participate according to the terms outlined in Appendix D. Plan provided shall be the Excellus Blue Cross/Blue Shield PPO Plan as of 07/01/2005.
2. The family plan contribution for employees is calculated as follows: The individual plan cost is subtracted from the family plan cost; multiplied by the employee's family contribution percentage; plus the cost of the employee's individual contribution. For example:  

16,000	(total cost of family plan)
- 7,000	(total cost of individual plan)
9,000	
X .20	(Employee contribution % for family plan)
1,800	
+ 700	(Employee's individual plan contribution [7,000 x .10])
2,500	

= *Employee's share of family plan cost*
3. For employees who work 25 hours per week or more, the Board of Education shall pay (effective July 1, 1988) 85% of the cost for the employees in the family plan and 95% of the cost for the employees in the single plan.
4. Effective July 1, 2002, the District shall contribute 82.5% of the cost for the employee in the family plan and 92.5% for employees in the single plan.
5. Effective July 1, 2003, the District shall contribute 80% **(based on calculation noted in #2 above)** of the cost for the employees in the family plan and 90% for the employees in the single plan
6. The current agreement for Bus Drivers Health Insurance shall become part of the Collective Bargaining Agreement and shall have no sunset.
7. Effective July 1, 1998, the employee's cost for prescription co-pay shall be \$8.00 for brand name, \$3.00 for generic. However, the co-pay for the mail order program shall continue to be \$0.
8. Effective September 27, 2006, modify the prescription co-payment amounts to \$5.00 for generic and \$10.00 for preferred brand name drugs. (Mail order to be two times the co-payment amounts).
9. Effective July 1, 2010, modify the prescription co-payment amounts to \$5.00 for

generic and \$20.00 for preferred brand name drugs. (Mail order to be two times the co-payment amounts.)

10. Effective July 1, 2012, prescription co-pay to be \$5.00 for generic prescriptions, \$20.00 for preferred brand name prescriptions, and \$40.00 for non-preferred brand name prescriptions (Mail order to be two times the co-payment amounts).
11. Effective July 1, 2012 the District shall establish a fund of \$10,000 to be used to offset active employee and retiree expenses in the \$40.00 co-pay category. Eligible employees or retirees who have incurred additional expense by purchasing a prescription drug and paying a co-pay of \$40.00 retail or \$80.00 for mail-in shall be entitled to submit a request (via form provided by business office) with receipt(s) to the District to be refunded the difference between the co-pay amount and the amount they would have paid under the prior prescription drug plan co-pays of \$5.00 generic and \$20.00 brand name (2x mail in co-pay). Such reimbursements shall be paid during a given year until the \$10,000 fund has been depleted. Remaining monies in this fund at the end of the school shall be retained by the District. The District shall replenish the \$10,000 fund each year on July 1<sup>st</sup>.
12. There shall be no change in the current prescription benefit regarding Prior Authorization, Step Therapy, Quantity Limits, Initial Fill, Specialty Drug Benefit, Generic Advantage Program or any other benefit other than the dollar amount of the co-pay.
13. Effective July 1, 2012, office co-pay shall increase to \$10.00. There shall be no change in the out of network deductible.
14. With the exception of the Prescription co-pay and office co-pay listed above, there shall be no change in the carrier or benefit level as offered prior to July 1, 1998.

B. Dental Plan

Only those employees who work 25 hours per week or more are eligible to participate in the Dental Insurance Plan.

The District will pay up to \$18.00 per month per participating bargaining unit member.

- C. The District will provide a \$5000 life insurance policy for employees who are in the Health Plan.

D. Retirees' Health and Dental Insurances.

1. Family plan cost for employee is computed the same as for active employees.
2. For employees who retired before July 1, 1991 and had been covered by District Health Insurance, the Board of Education shall pay 65% of the cost of retirees in the single plan and 45% of the cost of retirees in the family plan.

3. For those who retire on or after July 1, 1991, the Board of Education will pay 100% (minus \$1.00 per year) of the individual plan and 45% of the family plan for all eligible retirees for health insurance and the amounts specified above (Section B) for dental insurance.
  4. Effective for those employees first employed on or after September 27, 2006 the District's contribution towards individual retiree health insurance shall be 95% and 45% of the family plan for all eligible retirees. Dental insurance will be paid as specified in the Section B above. All such employees must be employed by the District for a minimum of ten (10) continuous years of service immediately prior to retirement in order to be eligible to receive District contributions toward retirement.
  5. Employees hired prior to July 1, 2006 and those hired between July 1, 2006 and September 27, 2006, who retire under the terms of this agreement on or after July 1, 2008, shall contribute \$350 towards the costs of the individual retiree health insurance. The Board of Education shall pay 45% of the family health insurance plan and the amounts specified above (Section B) for dental insurance.
  6. Employees who retire on or after July 1, 2013, shall contribute \$400. annually towards the cost of individual retiree health insurance. Employees who retire on or after July 1, 2014, shall contribute \$425. annually towards the cost of individual retiree health insurance. The Board of Education shall pay 45% of the family health insurance plan and the amounts specified above (Section B) for dental insurance.
- E. Effective July 1, 1998, the District shall offer a Section 125 Plan to the employees. All administrative costs for such program shall be paid by the District.

## **ARTICLE VIII**

### **RETIREMENT PLAN**

#### **New York State Employees' Retirement System**

1. Those persons who enter public employment on or after July 1, 1976, and who are engaged in full-time positions, will be mandatory Retirement System members.
2. Those persons who enter public employment on or after July 1, 1976, and who are engaged in other than full-time positions (such as part-time or seasonal employment) will not be required to join the Retirement System, but may do so at their option.

## **ARTICLE IX**

### **WAGES**

#### **1. Paid Holiday**

When a paid holiday falls on a weekend, the C.S.A. will determine whether the paid day off is taken on a workday before or after the holiday weekend.

#### **2. Overtime and Other Pay**

- A. School Related Professionals employees are to be paid at the rate of time and one-half for overtime. This is to be figured on all time over 8 hours per day and 40 hours per week. Sick days are to be counted just as if the employee had worked his normal number of hours for that day in calculating time for overtime pay.
- B. Any School Related Professionals employee who is eligible to receive sick leave, personal days, holidays, family days or snow day pay will receive the hours they would normally work on that day. (These hours would not include pre-scheduled overtime or extra trips.)
- C. If no volunteers are found, overtime shall be assigned using a rotating seniority list of all persons in categories eligible to do the work.

#### **3. Extra Bus Trips**

Extra bus trips are to be paid at the individual's hourly rate or the same step on the bus driver's schedule, whichever is higher.

#### **4. Snow Days**

All School Related Professionals employees will receive their normal daily pay for snow days up to a maximum of the number of snow days pre-scheduled into the school calendar. If an employee is required to work on a snow day, he/she will be paid his/her normal hourly rate for hours worked on that day. Employee(s) required to work on a snow day will be provided with compensatory time off with pay, at the rate of one hour for each hour worked. Compensatory time shall be arranged between the employee and the Supervisor.

#### **5. Lunch Period for Custodians**

Custodians who begin work at 2:00 P.M. or later are entitled to a 1/2-hour lunch to be taken during their 8-hour period. Any custodian who begins work before 2:00 P.M. will take his lunch period on his own time.

#### **6. Deductions**

Upon completion of the proper forms, all School Related Professionals employees may elect to have the following deductions from their paycheck:

- A. United Way - deductions will be made from the first 10 checks following the annual United Way drive.
- B. Association dues, local, state and national shall be deducted in equal installments, from the first ten checks (beginning with the first check in October) upon written authorization by the employee, and be transmitted to the local Association. The dues (amount specified by the Association at the beginning of each school fiscal year) shall be deducted within thirty (30) days of submission of authorization. Employee(s) may withdraw authorization at any time.

Effective September 25, 2007, association dues, local, state, and national shall be deducted in equal installments from the first fifteen (15) checks (beginning with the first check in October). All other stipulations noted in "B" above remain unchanged.

- C. NYSUT Benefit Trust.
- D. Payroll deductions for tax sheltered annuities shall be granted upon request by a School Related Professionals employee. This must be in writing and directed to the District's third party administrator. The same amount is to be specified for deduction from each paycheck. In order to terminate the program, the School Related Professionals employee must notify the insurance company, in writing, and forward a copy to the school business office. Failure to notify the school business office will result in a continuation of deductions.
- E. Employees have the option for direct deposit of net pay to the bank(s) or credit unions of their choice.

7. Salary Information

Any other salary adjustments will be made on the recommendation of the employee's immediate superior and the approval of the Chief School Administrator.

8. Uniforms.

Laborers, Mechanics/Bus Drivers, and Custodian/Bus Drivers will be eligible for reimbursement for uniforms for one-half the cost after having rented the uniforms for a period of one year. Laborers, Mechanics/Bus Drivers, and Custodian/Bus Drivers who purchase work related footwear, shall be reimbursed up to sixty dollars (\$60.00) per fiscal year by producing a receipt for the Business Office.

9. Employment of District Retirees

- A. Retired employees who return to work on a part-time basis after retirement will have their rate of pay frozen at the rate they would have been eligible for had they worked one additional year.

- B. Retired employees are not eligible for any benefits afforded active employees. Example: retired employees are not eligible for holidays, sick days, personal leaves, etc.

They are already receiving the benefits that they have earned under retirement.

- C. Employees will have earned sick time compensated through the non-elective employer contribution at the time of their retirement. Any earned vacation time will be compensated through payroll at the employee's current daily rate at the time of separation from the District.

11. Mileage Reimbursement

The District shall reimburse any School Related Professionals employee for their use of personal vehicle on approved official business at the most recent rate per mile established by the Board of Education at its Annual Organizational Meeting.

Mileage expense vouchers shall be submitted to the Chief School Administrator within five (5) working days from the conclusion of the aforementioned official business.

12. Ten Minute Break

All Aides who work a minimum of three and one-half (3-1/2) hours per day shall be entitled to a ten minute break with pay.

13. Nurses' Summer Work

All school nurses shall be eligible for up to ten-(10) days additional payment for days worked prior to the start of the school year. These days shall be with the approval of the Building Principal.

14. Nurses' Graduate Credits

- A. Undergraduate courses in subject matter pertinent to a nurse's field may be accepted for credit toward salary increments on the basis of two-(2) hours credit for every three-(3) undergraduate credit hours.

Note: The decision regarding pertinence of the course taken to the nurse's field to be determined by the Chief School Administrator.

- B. Pertinent Graduate courses apply as one credit for each credit granted.

Graduate hours will be paid in the amount of \$71 per hour, for credits beyond the Bachelor's level, in blocks of five (5) up to a maximum of one hundred twenty (120).

- C. Nurses who have earned course credit toward salary differentials on the salary schedule must submit an official transcript or official notice to the Chief School Administrator before authorization is made for payment.



Authorization for a change in salary status in accordance with the salary schedule will be instituted by the Chief School Administrator.

1. Transcripts or official notice for courses completed between September and January must be submitted on or before March 1st in order to receive salary credit for such courses. If this changes the salary status in mid-year, payment for half the differential will be made during that school year.
2. Transcripts of official notice for courses completed between February and August must be submitted on or before September 30 in order to receive salary credit for such courses.

#### In-Service Courses and Curriculum Development for In-Service Courses

Professional Educational Improvement Courses shall be rated at one (1) graduate credit for every fifteen-(15) in-service hours (paid in-service courses are excluded).

Nurses shall keep in-service hours records and submit them to the District after fifteen (15) hours have been accumulated.

A nurse who opts to receive credit under the provisions of this article shall not be eligible for further compensation under Article XIII, Section F.

15. Nurses shall be paid for one-hour bi-monthly to facilitate a department meeting outside of normal school hours.
16. All laborers who become eligible and reachable on the Custodial Civil Service list shall be promoted to Custodian.
17. Sports Monitor/Detention Monitor:  
Any regularly assigned hours of work as a monitor shall be included in an employee's regular work hours for wage and benefit purposes.

### **ARTICLE X** **PAY PERIOD**

1. Effective July 1, 2012, all non-teaching employees will be paid in full bi-weekly, with the exception of those employees who received an even distribution of salary prior to July 1, 2012.
2. Paychecks will normally be distributed on Friday morning. When the regular payday falls on a holiday, paychecks will be distributed on the last banking day immediately preceding the holiday.

**ARTICLE XI**  
**APPOINTMENT NOTICE**

All regular School Related Professionals employees will receive a General Appointment Notice by June 30 for the following year with the following information:

Job Title  
Grade and step on the salary schedule  
Hourly rate  
Hours per day  
\* Days per year (includes paid holidays and vacation)  
\* Annual Salary

\* For part-time employees, these are approximations, depending on the actual number of days that school is in session.

**ARTICLE XII**  
**DURATION OF CONTRACT**

This agreement shall continue in effect for a period of three (3) years, from July 1, 2012 to June 30, 2015.

**ARTICLE XIII**  
**OTHER WORKING CONDITIONS**

- A. School Calendar. Prior to the recommendation of the CSA to the Board of Education concerning the school calendar, a copy of the proposed calendar will be presented to the Association President.
- B. Transportation.
1. The District will develop a list of drivers who want extra trips.
  2. Extra trips will be assigned on the basis of rotating the drivers on this list.
  3. One-year experience driving class and/or size of vehicle is desired.
  4. Transportation Supervisor may use his judgment on long trips and/or special situations.
  5. Extra trips should originate after regular work schedule. Special arrangements may be made at the discretion of the supervisor.
  6. Bus drivers may be reimbursed for meals when the trip is of an extended nature that requires them to be out of the District more than 4 hours.

7. District has the right to allow a teacher and/or coach who has a regular NYS driver's license to take extra trips that involve their students as long as the school vehicle has a capacity of 4 passengers or less.
8. A petty cash fund for advance payment of tolls shall be established effective September 27, 2006. This fund may be used when an employee drives a trip of more than 50 miles one way on school business. All expenses must be supported by a receipt at the conclusion of each trip.

C. Vacancies.

1. All vacancies shall be posted for ten (10) working days during which time employees shall have the opportunity to apply for the job.
2. All vacancy notices shall be posted in the Business Office, with one copy being posted in each school building, and one copy posted in the Bus Garage. Further, the union President shall be copied on all such notices. The President shall also be notified of all filled vacancies.
3. No vacancy will be filled sooner than two (2) weeks. The District shall make every effort to fill each vacancy no later than two months after posting.
4. All postings shall include hours, shift and work location of position.
5. A.) Bargaining unit members, who meet the qualifications of a posted position and possess substantially equal qualifications, shall be given preference over non-unit candidates.  
  
B.) In cases where the District has reasonably determined two or more bargaining unit members have substantially equal qualifications, the employee's seniority shall be the determining factor in filling a vacancy.
6. All transfers within the same grade shall guarantee the same hourly wage.

All promotions shall guarantee a minimum of a 5% increase in pay. For the purpose of this article, a promotion shall mean movement from one job to any job within a higher salary grade. (Example: If a Laborer at Step 15 receives a promotion to Custodian, he would be placed on the Custodial step which is at least 5% higher than Step 15 of the Laborer.)

7. Qualified Teacher Aides shall be given preference for any vacant Teaching Assistant position.

Any Teacher Aide who wishes to be considered for vacancies which arise during the summer vacation must notify the Superintendent in writing prior to the first day of summer vacation.

8. Seniority.

For the purpose of this article, seniority shall be defined by the length of service from the original appointment in the District. Original appointment shall be to any permanent, temporary, provisional, or any regular substitute position within the District. All ten-month full-time appointments shall be considered one full year. Any employee who works twenty (20) hours per week or more shall be granted full time credit for all seniority calculations. All employment between ten (10) and less than twenty (20) hours per week shall be prorated at one-half time. All breaks of service, which are not a medical or approved leave of absence, that exceed twelve months shall terminate any claim to past seniority. All breaks of service which are not medical or approved leave of absence of more than one (1), but less than twelve (12) months, shall be excluded from any calculation of seniority.

D. Annual Review.

All members of the School Related Professionals staff will be evaluated at least once per year on their job performance by a supervisor or his/her designee. The CSA and SVCSNTA will work together to establish the evaluation form. An employee can request additional evaluations of their job performance.

E. Association - Use of School Facilities.

The Association has the right to the use of school facilities pursuant to policy number 1413.

For the purpose of interpreting this policy, it is recognized that the SVCSRT is considered a school group.

F. Educational Improvement.

If the District requests any School Related Professionals employee to take educational courses or workshops, employees who do comply shall have all tuition, fees, books and travel costs paid by the District.

G. Job Security.

1. Permanently appointed Labor, Non-Competitive and Competitive Class employees who have successfully completed a twenty-six (26) week probationary period shall not be suspended, dismissed, fined or reduced in pay or grade without proper cause.

An employee may be suspended immediately without pay for a period not to exceed thirty (30) days pending the final determination of charges against him/her.

Such suspensions may take place if District believes employee's continued presence could constitute a disruption or danger to the District, its students, personnel or its mission.

The employee shall be notified, in writing, of the charges and proposed penalties; the employee must file a written appeal at Step 2 of the Grievance Procedure to the proposed penalties within ten (10) working days after receipt of this written notice, or he/she waives his/her rights to the protection of the Article. If the employee is found innocent of the charges stated in the notice, he/she shall be reinstated with back pay.

Nothing in this Article shall limit the arbitrator from imposing a penalty less than the penalty sought upon a finding of guilt. Further, the arbitrator shall not be constrained from restoring any or all of the thirty-(30) day suspension.

The employee waives his/her right to use of this Article if he/she pursues a remedy to the proposed disciplinary action in any other forum, administrative hearing procedure or other legal action.

2. In the event of layoffs within the District, seniority shall be the deciding factor, with employees who have the least seniority within the targeted title being laid off first.
3. Any employee who has been laid off shall be placed on a preferred list for a period of four years.

# ASSIGNMENTS

TITLE	MOS. PER YR.	DAYS PER YR.	HRS. PER DAY	HRS. PER YEAR	PD. HOLI- DAYS	PD. VAC.	SICK LV.	FAM. LV.	PER. LV.	ELIG. FOR PAID HEALTH & DEN. INSR.	ELIG. FOR RETIRE. BFTS.
-----											
Office Specialist I/II	10	195	7	1365	10		10	5	3	Yes	Yes
Office Specialist I/II	10	206	7	1442	11		10	5	3	Yes	Yes
Office Specialist I/II	11	226	7	1582	11		11	5	3	Yes	Yes
Office Specialist I/II	11	235	7.5	1763	11		11	5	3	Yes	Yes
Office Specialist I/II	12	260	8	2080	14	*	12	5	3	Yes	Yes
Account Clerk-Typist	10	206	8	1648	11		10	5	3	Yes	Yes
Account Clerk-Typist	12	260	8	2080	14	*	12	5	3	Yes	Yes
Payroll Clerk	12	260	8	2080	14	*	12	5	3	Yes	Yes
=====											
Teacher Aide	10	178	<3				5	5**		No	Yes
Teacher Aide	10	186	3 to <5		8		5	5**	0 or 2	No	Yes
Teacher Aide	10	195	6.5-7		10		10	5	3	Yes	Yes
Teacher Aide	10	206	7	1442	11		10	5	3	Yes	Yes
=====											
Nurse	10	195	7-7.5	1365 1463	10		10	5	3	Yes	Yes
=====											
Bldg.Maintenance Mech.	12	260	8	2080	14	*	12	5	3	Yes	Yes
Custodian-Bus Driver	12	260	8	2080	14	*	12	5	3	Yes	Yes
Auto Mechanic	12	260	8	2080	14	*	12	5	3	Yes	Yes
Laborer-Driver	12	260	8	2080	14	*	12	5	3	Yes	Yes

=====										
=====										
Bus Driver	10	181	1-1/2	272				5		Yes
Bus Driver	10	189	3	567	8		5	5		Yes
Bus Driver	10	189	4	756	8		5	5	3	Yes

=====

=====

\* Employee entitled to paid vacation - Article IV, page 3.

\*\* Five (5) days are for only Death in the Immediate Family.

This represents a sample of the benefits available to most employees.

Refer to pages 4-7 for detailed explanation of benefits.

## SCHOOL RELATED PROFESSIONALS 2012-13 SALARY SCHEDULE

	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
GRADE 1 Aide	11.49	11.86	12.23	12.60	12.97	13.34	13.71	14.08	14.45	14.82	15.19	15.56	15.93	16.30	16.67	17.04	17.41
GRADE 2 Nurse			17.50	17.87	18.24	18.61	18.98	19.35	19.72	20.09	20.46	20.83	21.20	21.57	21.94	22.31	22.68
GRADE 3 Bus Driver	13.92	14.29	14.66	15.03	15.40	15.77	16.14	16.51	16.88	17.25	17.62	17.99	18.36	18.73	19.10	19.47	19.84
GRADE 4 Laborer	12.70	13.07	13.44	13.81	14.18	14.55	14.92	15.29	15.66	16.03	16.40	16.77	17.14	17.51	17.88	18.25	18.62
GRADE 5 Clerk/Off Spec I	13.52	13.89	14.26	14.63	15.00	15.37	15.74	16.11	16.48	16.85	17.22	17.59	17.96	18.33	18.70	19.07	19.44
GRADE 6 Mechanic	16.74	17.11	17.48	17.85	18.22	18.59	18.96	19.33	19.70	20.07	20.44	20.81	21.18	21.55	21.92	22.29	22.66
GRADE 7 Pyrl Clk/Act Clrk		14.04	14.41	14.78	15.15	15.52	15.89	16.26	16.63	17.00	17.37	17.74	18.11	18.48	18.85	19.22	19.59
GRADE 8 Custodian	13.58	13.95	14.32	14.69	15.06	15.43	15.80	16.17	16.54	16.91	17.28	17.65	18.02	18.39	18.76	19.13	19.50
GRADE 9 Auto Mechanic			16.36	16.73	17.10	17.47	17.84	18.21	18.58	19.00	19.37	19.74	20.11	20.48	20.85	21.22	21.59
Grade 10 Office Specialist II	13.57	13.94	14.31	14.68	15.05	15.42	15.79	16.16	16.53	16.90	17.27	17.64	18.01	18.38	18.75	19.12	19.49

Longevity .37 paid the first year after the person has moved to the top step, and every three years thereafter. \* In lieu of this longevity, all employees, whether on or off step, will receive the agreed upon wage increase (inclusive of step).

12 years .20

17 years .20

22 years .20

License .15

\*12-Year Longevity – Any employee beginning their employment January 4<sup>th</sup> or sooner in a calendar year shall receive their 12-year longevity effective July 1<sup>st</sup> on or immediately prior to their anniversary. Any employee beginning employment January 5<sup>th</sup> or after, shall receive their 12-year longevity effective on July 1<sup>st</sup> after their 12<sup>th</sup> anniversary.

\*17-Year Longevity – Any employee beginning their employment January 4<sup>th</sup> or sooner in a calendar year shall receive their 17-year longevity effective July 1<sup>st</sup> on or immediately prior to their anniversary. Any employee beginning employment January 5<sup>th</sup> or after, shall receive their 17-year longevity effective on July 1<sup>st</sup> after their 17<sup>th</sup> anniversary.

\*22 -Year Longevity – Any employee beginning their employment January 4<sup>th</sup> or sooner in a calendar year shall receive their 22-year longevity effective July 1<sup>st</sup> on or immediately prior to their anniversary. Any employee beginning employment January 5<sup>th</sup> or after, shall receive their 22-year longevity effective on July 1<sup>st</sup> after their 22<sup>nd</sup> anniversary.

## SCHOOL RELATED PROFESSIONALS 2013-14 SALARY SCHEDULE

	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
GRADE 1 Aide	11.72	12.09	12.46	12.83	13.20	13.57	13.94	14.31	14.68	15.05	15.42	15.79	16.16	16.53	16.90	17.27	17.64
GRADE 2 Nurse			17.73	18.10	18.47	18.84	19.21	19.58	19.95	20.32	20.69	21.06	21.43	21.80	22.17	22.54	22.91
GRADE 3 Bus Driver	14.15	14.52	14.89	15.26	15.63	16.00	16.37	16.74	17.11	17.48	17.85	18.22	18.59	18.96	19.33	19.70	20.07
GRADE 4 Laborer	12.93	13.30	13.67	14.04	14.41	14.78	15.15	15.52	15.89	16.26	16.63	17.00	17.37	17.74	18.11	18.48	18.85
GRADE 5 Clerk/Off Spec I	13.75	14.12	14.49	14.86	15.23	15.60	15.97	16.34	16.71	17.08	17.45	17.82	18.19	18.56	18.93	19.30	19.67
GRADE 6 Mechanic	16.97	17.34	17.71	18.08	18.45	18.82	19.19	19.56	19.93	20.30	20.67	21.04	21.41	21.78	22.15	22.52	22.89
GRADE 7 Pysl Clk/Act Clrk		14.27	14.64	15.01	15.38	15.75	16.12	16.49	16.86	17.23	17.60	17.97	18.34	18.71	19.08	19.45	19.82
GRADE 8 Custodian	13.81	14.18	14.55	14.92	15.29	15.66	16.03	16.40	16.77	17.14	17.51	17.88	18.25	18.62	18.99	19.36	19.73
GRADE 9 Auto Mechanic			16.59	16.96	17.33	17.70	18.07	18.44	18.81	19.23	19.60	19.97	20.34	20.71	21.08	21.45	21.82
Grade 10 Office Specialist II	13.80	14.17	14.54	14.91	15.28	15.65	16.02	16.39	16.76	17.13	17.50	17.87	18.24	18.61	18.98	19.35	19.72

Longevity .37 paid the first year after the person has moved to the top step, and every three years thereafter. \* In lieu of this longevity, all employees, whether on or off step, will receive the agreed upon wage increase (inclusive of step).

12 years .20

17 years .20

22 years .20

License .15



\*12-Year Longevity – Any employee beginning their employment January 4<sup>th</sup> or sooner in a calendar year shall receive their 12-year longevity effective July 1<sup>st</sup> on or immediately prior to their anniversary. Any employee beginning employment January 5<sup>th</sup> or after, shall receive their 12-year longevity effective on July 1<sup>st</sup> after their 12<sup>th</sup> anniversary.

\*17-Year Longevity – Any employee beginning their employment January 4<sup>th</sup> or sooner in a calendar year shall receive their 17-year longevity effective July 1<sup>st</sup> on or immediately prior to their anniversary. Any employee beginning employment January 5<sup>th</sup> or after, shall receive their 17-year longevity effective on July 1<sup>st</sup> after their 17<sup>th</sup> anniversary.

\*22 -Year Longevity – Any employee beginning their employment January 4<sup>th</sup> or sooner in a calendar year shall receive their 22-year longevity effective July 1<sup>st</sup> on or immediately prior to their anniversary. Any employee beginning employment January 5<sup>th</sup> or after, shall receive their 22-year longevity effective on July 1<sup>st</sup> after their 22<sup>nd</sup> anniversary.

## SCHOOL RELATED PROFESSIONALS 2014-15 SALARY SCHEDULE

	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
GRADE 1 Aide	11.95	12.32	12.69	13.06	13.43	13.80	14.17	14.54	14.91	15.28	15.65	16.02	16.39	16.76	17.13	17.50	17.87
GRADE 2 Nurse			17.96	18.33	18.70	19.07	19.44	19.81	20.18	20.55	20.92	21.29	21.66	22.03	22.40	22.77	23.14
GRADE 3 Bus Driver	14.38	14.75	15.12	15.49	15.86	16.23	16.60	16.97	17.34	17.71	18.08	18.45	18.82	19.19	19.56	19.93	20.30
GRADE 4 Laborer	13.16	13.53	13.90	14.27	14.64	15.01	15.38	15.75	16.12	16.49	16.86	17.23	17.60	17.97	18.34	18.71	19.08
GRADE 5 Clerk/Off Spec I	13.98	14.35	14.72	15.09	15.46	15.83	16.20	16.57	16.94	17.31	17.68	18.05	18.42	18.79	19.16	19.53	19.90
GRADE 6 Mechanic	17.20	17.57	17.94	18.31	18.68	19.05	19.42	19.79	20.16	20.53	20.90	21.27	21.64	22.01	22.38	22.75	23.12
GRADE 7 Pysl Clk/Act Clrk		14.50	14.87	15.24	15.61	15.98	16.35	16.72	17.09	17.46	17.83	18.20	18.57	18.94	19.31	19.68	20.05
GRADE 8 Custodian	14.04	14.41	14.78	15.15	15.52	15.89	16.26	16.63	17.00	17.37	17.74	18.11	18.48	18.85	19.22	19.59	19.96
GRADE 9 Auto Mechanic			16.82	17.19	17.56	17.93	18.30	18.67	19.04	19.46	19.83	20.20	20.57	20.94	21.31	21.68	22.05
Grade 10 Office Specialist II	14.03	14.40	14.77	15.14	15.51	15.88	16.25	16.62	16.99	17.36	17.73	18.10	18.47	18.84	19.21	19.58	19.95

Longevity .37 paid the first year after the person has moved to the top step, and every three years thereafter. \* In lieu of this longevity, all employees, whether on or off step, will receive the agreed upon wage increase (inclusive of step).

12 years .20

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22 years .20

License .15

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\*22 -Year Longevity – Any employee beginning their employment January 4<sup>th</sup> or sooner in a calendar year shall receive their 22-year longevity effective July 1<sup>st</sup> on or immediately prior to their anniversary. Any employee beginning employment January 5<sup>th</sup> or after, shall receive their 22-year longevity effective on July 1<sup>st</sup> after their 22<sup>nd</sup> anniversary.

#### **ARTICLE XIV** **RETIREMENT PAY**

1. The retirement pay for unused sick days will be paid at three –fourths (3/4) the rate of pay the employee was paid during the final year of their employment with the District. Earned vacation time will be paid at the employee’s rate of pay they received in the final year of their employment with the District. Payment for sick time will be computed according to the number of hours stated on the wage agreement or subject to finalized adjusted wage. Employee will have earned sick time compensated through the non-elective employer contribution.
2. Ten (10) years service in the District.
3. Notice in writing to the Superintendent at least four (4) months prior to date of retirement. Superintendent may waive this requirement at his/her discretion.
4. Retirement under New York State Employees' Retirement System.
5. A lump sum payment will be made on or about the date of retirement.

**SIGNATURE PAGE**

This agreement was ratified by the Board of Education on \_\_\_\_\_.

DATED: \_\_\_\_\_

\_\_\_\_\_  
**Ronald Wheelock, Superintendent**  
SAUQUOIT VALLEY CENTRAL SCHOOL

DATED: \_\_\_\_\_

\_\_\_\_\_  
**Jacalyn Gaskell, President**  
SAUQUOIT VALLEY SCHOOL RELATED  
PROFESSIONALS

## APPENDIX A

### MEMORANDUM OF UNDERSTANDING

The fifteen cent (\$.15) differential for licensed people shall be applied in the following manner:

- 1.) Nurses shall have this for each of their working hours.
- 2.) Bus Drivers shall have this for each of their driving hours.
- 3.) Monitor/School Bus Attendants who are required to have licenses, or have them as of March 15, 1996, shall have this pay for each of their hours on a bus.
- 4.) Custodian/Bus Drivers shall receive differential credit for each of their driving hours.
- 5.) Auto Mechanics shall receive three hours credit per day for days during the school year (not during the summer).

**FOR THE SAUQUOIT VALLEY SCHOOL RELATED PROFESSIONALS:**

_____	_____
JACALYN GASKELL, PRESIDENT	DATE

**FOR THE SAUQUOIT VALLEY CENTRAL SCHOOL DISTRICT:**

_____	_____
RONALD WHEELLOCK, SUPERINTENDENT	DATE

## APPENDIX B

### MEMORANDUM OF UNDERSTANDING

1. Pay for runs shall continue to be paid for in accordance with past practice. Runs of less than 1-1/2 hours will be paid for at 1-1/2 hours. Runs of more than 1-1/2 hours shall be paid actual time.
2. Bus drivers who drive two consecutive mid-day runs will be paid for time traveled, but no less than 1-1/2 hours.
3. Article IX. 2. B. and 3. shall be interpreted in the following manner:  
Absent days will be paid on the normal day's run(s). Runs of 1 hour or more, but less than 1-1/2 hours will be paid for at the rate for 1-1/2 hours. Runs of more than 1-1/2 hours will be paid as actual time; but runs of less than 1 hour will be paid for at the rate of one hour.
4. Drivers will fill out the District forms by putting down actual time worked.
5. Effective in the 2014-15 school year, all bus runs accepted by a bus driver or bus monitor are considered continuous in nature so long as there is 30 minutes or less break in service between bus runs. Minimum trip time for bus runs, continuous or not, is 1.5 hours. For example, a middle/high school run from 6:30 – 7:50, a BOCES run from 8:00 – 8:45, and a BOCES placement run to another school district from 8:45 – 9:30 would constitute a continuous run clocked at an actual time of three (3) hours; not three separate runs clocked at a minimum trip time of 1.5 hours each for a total of 4.5 hours. A “new” run or series of continuous runs would only be established if a greater than 30 minute break in service occurs between bus runs. This protocol applies to all scheduled runs that occur on a regular basis (as established by the transportation supervisor) throughout the course of the school year (i.e. Regional Program for Excellence or New Visions placements, religion runs, or runs similar in nature).

Trip time equally applies to bus drivers and bus monitors interchangeably. Regardless of which duty one performs, the above guidelines are in effect for all runs or series of runs. In other words, being a bus driver for one run in a series of continuous runs and a monitor on another run in the same series does not constitute a separate run.

This language shall supersede all and any past language pertaining to trip time.

**FOR THE SAUQUOIT VALLEY SCHOOL RELATED PROFESSIONALS:**

\_\_\_\_\_  
JACALYN GASKELL, PRESIDENT

\_\_\_\_\_  
DATE

**FOR THE SAUQUOIT VALLEY CENTRAL SCHOOL DISTRICT:**

\_\_\_\_\_  
RONALD WHEELLOCK, SUPERINTENDENT

\_\_\_\_\_  
DATE

**APPENDIX C**  
**MEMORANDUM OF AGREEMENT**

This Memorandum sets forth the agreement between the Sauquoit Valley School District (the "District") and the Sauquoit Valley School Related Professionals (the "Association").

In consideration thereof, the parties agree as follows:

1. All Bus and Bus/School Bus Attendants "runs" shall be assigned as they have been in years past.
2. All "runs" shall remain essentially unchanged, with the exception of normal annual adjustments made at the discretion of the Transportation Supervisor.
3. Article VII of the Collective Bargaining Agreement shall be amended for Bus Drivers and Bus Driver/School Bus Attendants.
4. Such employees who work twenty (20) hours per week or more shall be eligible for the individual health insurance plan, with the District paying 90% of the cost.
5. Should such employee desire the family insurance plan, they shall be eligible provided that the employee shall pay the difference between family and individual insurance.
6. Further, all such employees who desire to participate in the Dental Plan, as provided in Article VII, Section B, shall waive their rights to any District contribution.
7. Nothing contained in this agreement shall alter any other benefit in the current Collective Bargaining Agreement that is not outlined in this document.

IN WITNESS WHEREOF, the parties have signed this Memorandum of Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**FOR THE SAUQUOIT VALLEY SCHOOL RELATED PROFESSIONALS:**

\_\_\_\_\_  
JACALYN GASKELL, PRESIDENT

\_\_\_\_\_  
DATE

**FOR THE SAUQUOIT VALLEY CENTRAL SCHOOL DISTRICT:**

\_\_\_\_\_  
RONALD WHEELLOCK, SUPERINTENDENT

\_\_\_\_\_  
DATE

Sauquoit Valley Central School District  
Sauquoit, NY 13456

Memorandum of Understanding

This memorandum sets forth an agreement between the Sauquoit Valley Central School District (the "District") and the Sauquoit Valley Central School Non-Teaching Association (the "Association").

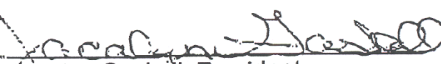
Recitals

The parties have met and discussed their positions regarding the use of leave without pay for short periods of time and its effect on various benefit payments. The parties recognize that some part-time employees have other jobs, ranging from part-time to full-time. Because of the many diverse situations and concerns raised by the Association and the District it was agreed that an employee would be permitted to take no more than 5 such unpaid workdays in any school year in order to maintain the contractual benefits paid by the District. Anyone taking unpaid days in excess of 5 with the proper administrative approval, will receive a prorated reduction of health insurance paid by the District on those days in excess of 5.

IN CONSIDERATION THEREOF, the parties agree as follows:

1. An employee who is on leave without pay for up to five (5) days per school year shall be eligible to continue to have their benefits paid.
2. This shall not apply to sick, family sick, disciplinary or any other leave governed by law, statute or contract provision.
3. This leave shall be subject to approval by the District unless it is taken for an emergency.
4. This understanding shall in no way change or limit the Districts' rights concerning the use of such leave.
5. This agreement shall be retroactive to the start of the 2001-02 school year.

  
Dr. Robert Hanna, Superintendent  
Sauquoit Valley Schools

  
Jacalyn Gaskell, President  
Sauquoit Valley Non-Teaching  
Association

Oct. 3, 2001  
Date

10-3-01  
Date



Sauquoit Valley Central School District  
Sauquoit, NY 13456

Memorandum of Understanding

This memorandum sets forth an agreement between the Sauquoit Valley Central School District (the "District") and the Sauquoit Valley Central School Related Professionals.

Recitals

Several on the job injuries during the 2000-01 school year have brought to light an inequity regarding the sick leave bank.

Several employees have been injured on the job and, therefore, placed on Worker's Compensation. These employees have had their benefits reduced over several months while not being medically released to return to work. This has caused the injured employees great hardship.

If they have been injured off the job they may have qualified use of the employee's sick leave bank as outlined in Article VI, Section 5 of the Collective Bargaining Agreement between the School Related Professionals and the District.

This sick leave bank provides full pay for up to seventy-five (75) days.

The District and the School Related Professionals have agreed that it was not the party's intention to offer less of a benefit to employees injured while performing the duties of their employment.

The parties have discussed their positions regarding this matter, and have agreed upon complete resolution.

IN CONSIDERATION THEREOF, the parties agree as follows:

1. All bargaining unit members injured on the job shall be eligible to apply for use of the sick leave bank as per Article VI, Section 5 of the Collective Bargaining Agreement.
2. This agreement modifies the current language of Article VI, Section 5C, which limits the qualifying accident, to an "accident outside the course of employment."
3. The employee shall be bound by all other terms of Article VI, Section 5.
4. The Superintendent shall continue to have the right to determine eligibility as set forth in Article VI, Section 5E.
5. During the period of the employee's use of the sick leave bank any payment issued by Worker's Compensation for their daily rate of pay shall be paid directly to the District.

6. After accessing the Sick Bank for 75 days in any one year, if the employee remains on Worker's Compensation, payment will be made directly to the employee from Worker's Compensation. Should the employee continue on Worker's Compensation from one fiscal year to the next, the rate of pay will remain the rate at the time the employee suffered the illness or injury.
7. At such time as the district receives reimbursement for the lost time resulting from the Worker's Compensation claim, the reimbursement shall be equated to days using the employee's daily rate of pay. Reimbursement of days will be made first to the sick bank and then to the employees sick day account, if applicable.
8. An employee may not use more than 150 days from the sick bank under the provisions of this memorandum.
9. The effective date of eligibility for the injured employees currently affected shall be July 1, 2001.

**FOR THE SAUQUOIT VALLEY SCHOOL RELATED PROFESSIONALS:**

_____ JACALYN GASKELL, PRESIDENT	_____ DATE
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**FOR THE SAUQUOIT VALLEY CENTRAL SCHOOL DISTRICT:**

_____ RONALD WHEELOCK, SUPERINTENDENT	_____ DATE
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**Sauquoit Valley Central School District  
Sauquoit, NY 13456**

**Memorandum of Understanding**

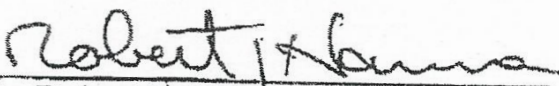
This memorandum sets forth an agreement between the Sauquoit Valley Central School District (the "District") and the Sauquoit Valley Central School Non-Teaching Association (the "Association").

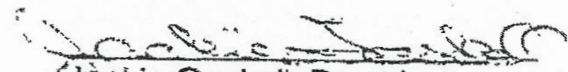
**Recitals**

Recently several part-time bus driver/monitors have been appointed to the position of Laborer within the District. The Laborer position is currently a lower salary grade than that of a bus driver/monitor.

In order to avoid confusion over salary placement for the new positions the Association and the District have agreed to the following:

1. Effective September 1, 2001, all employees moving to a lower salary grade as a part-time or full-time position shall be placed on the salary step consistent with their years of service to the District. An example would be a bus driver on Step 6 who takes a position as a laborer in the District. The District shall look up his/her seniority date and find a laborer with the same seniority date. The bus driver would then be placed on the same step that the laborer is on.
2. This shall apply to voluntary substitute and temporary positions of five consecutive days or more, provisional, and permanent appointments.
3. The Association agrees that the terms of this Memorandum shall have no impact on employees appointed to a lower salary grade prior to September 1, 2001.

  
Dr. Robert Hanna, Superintendent  
Sauquoit Valley Schools

  
Jackie Gaskell, President  
Sauquoit Valley Non-Teaching  
Association

3/28/02  
Date

3/28/02  
Date

**MEMORANDUM OF AGREEMENT  
BETWEEN THE SAUQUOIT VALLEY CENTRAL SCHOOL DISTRICT ("DISTRICT")  
AND THE  
SCHOOL RELATED PROFESSIONALS ("ASSOCIATION")**

This memorandum of Agreement is entered into this 1<sup>ST</sup> day of July, 2012, by and between the Sauquoit Valley Central School District ("the District") and the Sauquoit Valley School Related Professionals ("Association").

1. The parties hereby agree to the following procedures in order to recognize the legitimacy of unit employees being eligible to use compensatory time in lieu of overtime pay. The following terms shall apply to the accrual and/or use of compensatory time on or after the date of this agreement.
2. The accrual of compensatory time, in lieu of paid overtime, is subject to pre-approval of the employee's immediate supervisor. In the event that the employee's immediate supervisor does not approve compensatory time in lieu of approved overtime, overtime pay shall be administered in accordance with Article IX.
3. Compensatory time in lieu of overtime pay shall be equivalent to the calculation of cash overtime at the rate of time and one-half. Overtime shall be calculated consistent with Article IX (i.e. sick time is to be counted as if the employee had worked his normal number of hours for that day in calculating time for overtime pay). However, compensatory time which is earned because an employee works in excess of their normal workweek, but which is not subject to overtime compensation under law at the rate of time and one half, shall be equivalent to the employee's regular (straight time) rate.
4. Employees need to have prior approval from their immediate supervisor before utilizing accrued compensatory time.
5. Employees may accumulate/maintain a maximum of 25 hours of compensatory time in lieu of overtime pay during any school year (July 1<sup>st</sup> through June 30<sup>th</sup>). Employees who do not utilize accumulated compensatory time earned in lieu of overtime pay by June 30<sup>th</sup> of each year will be compensated at their applicable overtime rate, for any unused time.

**FOR THE SAUQUOIT VALLEY SCHOOL RELATED PROFESSIONALS:**

\_\_\_\_\_  
JACALYN GASKELL, PRESIDENT

\_\_\_\_\_  
DATE

**FOR THE SAUQUOIT VALLEY CENTRAL SCHOOL DISTRICT:**

\_\_\_\_\_  
RONALD WHELOCK, SUPERINTENDENT

\_\_\_\_\_  
DATE